

No. 29,260 Equity
"Exhibit No. 1"

44,150.00 construction
8,250.00 purch. money

Rec'd for Record Dec 8 1978 at 2:53 O'clk P. Same Day Recorded & Ex'd per Charles C. Keller, CLK

INDIVIDUAL & CORPORATE

DEC -8-78 A 225916 ****290.40

City and County Form — Construction

DEC -8-78 A 225915 ****15.00

This Mortgage, made this 7th day of November, in the year one thousand, nine hundred and seventy-eight, between Watson's Building Contractor, Inc., a Maryland Corporation; Paul W. Watson, Thelma Watson, Harold J. Nixon, Jr. & Maryann Nixon

of _____, in the State of Maryland, Mortgagor, and the KEY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated and existing under the laws of the United States of America, Mortgagee;

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of Fifty-Two Thousand Four Hundred and no/100 (\$52,400.00) Dollars,

receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest at the rate of 10 % per annum from the date hereof for the period of construction not to exceed 9 months and 0 days

payable commencing on the first day of December, 1978, and thereafter at the rate of 10 % per annum in the manner following: By the payment of interest only on the first day of each month on the total monies advanced; then by the payment of the whole principal sum one year from the date hereof.

~~By the payment of _____ Dollars, commencing on the first day of _____, 19____, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest, and (2) towards the payment of the aforesaid principal sum;~~

The due execution of this mortgage having been a condition precedent to the granting of said advance;

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all the lot(s) of ground situate and lying in Frederick County in said State, and described as follows:

BEING KNOWN AND DESIGNATED as Lot No. 19, Block B, Section II, Morningside Subdivision as recorded among the Plat Records of Frederick County in PlatBook 15 folio 156.

BEING the same property which by Deed of even date herewith and recorded or inteded to be recorded among the Land Records of Frederick County immediately prior hereto was granted and conveyed by Monocacy Valley Realty, Inc., unto Watson's Building Contractor, Inc.

THE AFORESAID Paul W. Watson, Thelma Watson, Harold J. Nixon, Jr. and Maryann Nixon join in the execution hereof to assure and guarantee to the Mortgagee the prompt and faithful performance of the covenants, terms and conditions contained herein, including but not limited to the obligation to repay the indebtedness contained herein. Said liability of the within Co-Mortgagors/guarantors to be primary and not secondary, to be joint and several. Said Mortgagee may proceed against said Co-Mortgagors/guarantors without first proceeding against Mortgagor. Said guarantee to be binding on the heirs assigns, and personal representatives of Co-Mortgagors/guarantors.

15.00
290.40
305.40

Exhibit filed July 19, 1979